

**REMARKS**

This is in full and timely response to the Office Action mailed on May 18, 2007.

Claims 37-43 are currently pending in this application, with claims 37, 40, and 42 being independent. *No new matter has been added.*

Reexamination in light of the amendments and the following remarks is respectfully requested.

**Entry of amendment**

This amendment *prima facie* places the case in condition for allowance. Alternatively, it places this case in better condition for appeal.

Accordingly, entry of this amendment is respectfully requested.

**Prematureness**

Applicant, seeking review of the *prematureness* of the final rejection within the Final Office action, respectfully requests reconsideration of the finality of the Office action for the reasons set forth hereinbelow. See M.P.E.P. §706.07(c).

If the allowance of the claims is not forthcoming at the very least and a new grounds of rejection is made at least against the claims, then a **new non-final Office Action** is respectfully requested at least for the reasons provided hereinbelow.

**Final Office Action not necessitated by amendment**

The non-final Office Action mailed on January 3, 2007 indicates that claims 37-43 were rejected under 35 U.S.C. §103 as allegedly being obvious over U.S. Patent Application Publication No. 2005/0091089 to Bjerre.

**No amendment** to claims 37-43 is found within the Amendment in Response to Non-Final Office Action filed on February 16, 2007.

Nevertheless, paragraph 6 of the Final Office Action of April 17, 2007 includes a rejection of claims 37-43 under 35 U.S.C. §103 as allegedly being obvious over U.S. Patent No. 6,151,588 Tozzoli et al. (Tozzoli). Paragraph 8 of the Final Office Action admits that the rejection found within paragraph 6 is a **new ground of rejection**.

Thus, the new rejection of claims 37-43 made within the Final Office Action is a new ground of rejection that is neither necessitated by applicant's amendment of claims 37-43 nor based on information submitted in an information disclosure statement.

Accordingly, the finality of the rejection of claims 37-43 made within the Final Office Action is **premature** at least for this reason.

**Petition**

A Petition Under 37 C.F.R. §1.181 to Request Withdrawal of the Final Office Action has been filed along with this amendment.

Timely consideration of this Petition is respectfully requested.

**Double patenting rejection**

Paragraph 2 of the Office Action indicates that claims 44-52 have been rejected on the ground of statutory double patenting.

While not conceding the propriety of this rejection and in order to advance the prosecution of the above-identified application, claims 44-52 have been canceled.

Withdrawal of this rejection is respectfully requested.

**Rejection under 35 U.S.C. §103**

Paragraph 6 of the Office Action indicates that claims 37-43 were rejected under 35 U.S.C. §103 as allegedly being obvious over U.S. Patent No. 6,151,588 Tozzoli et al. (Tozzoli).

This rejection is traversed at least for the following reasons.

**Claims 37-39** - Claims 38-39 are dependent upon claim 39. Claim 39 is drawn to an automatic drafting method of a draft of a bill of lading, said method comprising the steps of:

performing pre-booking of a specific outgoing vessel schedule selected among previously obtained outgoing vessel schedule information at a time of receiving a consigning order of cargo delivery, and using information concerning a designated outgoing vessel schedule as draft information for the bill of lading;

issuing a booking instruction of the outgoing vessel schedule information for confirmation returned with an attached bill reservation number of the bill of lading;

making new draft information for the bill of lading by adding shipping instruction information to the outgoing vessel schedule information for confirmation in response to a shipping requirement; and

transmitting the new draft information for the bill of lading as final draft information for the bill of lading,

whereby the draft information of the bill of lading is automatically made.

**Claims 40-41** - Claim 41 is dependent upon claim 40. Claim 40 is drawn to an automatic making apparatus of draft information for a bill of lading, said apparatus comprising:

storing means for storing outgoing vessel schedule information;

storing means for storing cargo shipping instruction information;

booking means for performing booking of a specific outgoing vessel schedule on a basis of the outgoing vessel schedule information and the shipping instruction information, both being read out from the two storing means;

making means for making draft information of a bill of lading to be issued to the cargo on a basis of the outgoing vessel schedule information and the booking information; and

delivery means for delivering the booking information and the draft information,

whereby the draft information made by said making means is delivered to a shipping company side, and the shipping company side writes a bill number and an issuance date of the bill for making the bill of lading of the cargo.

**Claims 42-43** - Claim 43 is dependent upon claim 42. Claim 43 is drawn to an automatic issuing system of a bill of lading, in which a site to transmit a cargo shipping instruction and a site on a physical distribution trader side are mutually connected with a communication

network line and information circulates as electronic data, the site on the shipping instruction side comprising:

storing means for storing outgoing vessel schedule information;

storing means for storing shipping instruction information; and

draft information storing means for storing information related to an outgoing vessel schedule at a time of performing booking of a specific outgoing vessel schedule selected in a previously obtained outgoing vessel schedule table when a consigning order of cargo delivery is received;

the site on the physical distribution trader side being comprising:

delivery means for delivering a latest outgoing vessel schedule information;

information of a bill of lading confirming means for confirming delivery of booking information on the physical distribution trader side to add a bill booking number; and

bill of lading issuing means for attaching a bill number and a bill issuance data to received draft information of a bill of lading to issue the bill of lading to the cargo,

whereby the draft information for the bill of lading are added in sequence in electronic data exchanging processes between both of the sites to complete the bill of lading.

**Tozzoli** - The paragraph of Tozzoli beginning at column 1, line 52, provides that:

Meanwhile, the shipper, via a carrier, transports the goods to the buyer's location. The carrier requires presentation of the bill of lading, which was delivered to the seller, before transferring possession of the goods to the buyer.

The Final Office Action relies upon Tozzoli at column 8, line 49 to column 9, line 23.

In this regard, Tozzoli arguably teaches that the system then filters the shipping documents by means of processors 20A . . . 20N to ensure compliance with the original purchase order and criteria of the funder and/or system and electronically forwards the shipping documents to the freight forwarder or shipper, which in turn selects a carrier (Tozzoli at column 8, lines 53-58).

If the seller has given shipping instructions to the freight forwarder or carrier outside the system, for example, in a telephone conversation, then the freight forwarder or carrier enters the relevant portions of the shipping instructions to the system for creation of confirming documents, such as the bill of lading (Tozzoli at column 8, lines 60-65).

The seller delivers its goods to the carrier or freight forwarder accompanied by a paper copy of the shipping documents which the seller prepared electronically from a template provided by the system (Tozzoli at column 8, line 66 to column 9, line 2).

The system also delivers the electronic shipping documents to the carrier and permits the carrier to obtain a template for creation of bill(s) of lading with fields filled in as appropriate from stored purchase order data and any subsequent activity (Tozzoli at column 9, lines 3-8).

However, Tozzoli at column 8, line 49 to column 9, line 23 as relied upon within the Final Office Action fails to disclose, teach, or suggest the presence of vessel schedule information.

Tozzoli arguably teaches that a detailed examination of the Consolidated Lint purchase order might indicate a shipment schedule of Mar. 16, 1994 and Mar. 20, 1994 (Tozzoli at column 11, lines 3-5).

It will be appreciated that not all fields of the template need to be completed for each purchase order, and that some fields will be completed in due course, such as delivery schedule, shipping terms, payment terms, insurance terms, and possibly penalties for delayed performance (Tozzoli at column 11, lines 45-50).

The front end software at the buyer's premises may perform preliminary consistency checks on the data entered into the template, for example, ensuring that the quantities to be delivered according to a proposed delivery schedule, if one is supplied, equal the quantity ordered (Tozzoli at column 11, lines 52-56).

Other fields may be filtered differently, for example, the delivery schedule may be simply compared against the present date to ensure that the delivery dates are future dates (Tozzoli at column 12, lines 9-12).

In certain embodiments, the trade system automatically generates scheduling reminder data (Tozzoli at column 17, lines 42-43).

But at the very least, Tozzoli fails to disclose, teach, or suggest the claim 37 step of performing pre-booking of a specific outgoing vessel schedule selected among previously obtained outgoing vessel schedule information at a time of receiving a consigning order of cargo delivery, and *using information concerning a designated outgoing vessel schedule as draft information for the bill of lading.*

Tozzoli fails to disclose, teach, or suggest the claim 40 feature of booking means for performing booking of a specific outgoing vessel schedule on a basis of the outgoing vessel schedule information and the shipping instruction information, both being read out from the two storing means.

Tozzoli fails to disclose, teach, or suggest the claim 42 feature of *draft information storing means for storing information related to an outgoing vessel schedule at a time of performing booking of a specific outgoing vessel schedule selected in a previously obtained outgoing vessel schedule table when a consigning order of cargo delivery is received.*

Withdrawal of this rejection and allowance of the claims is respectfully requested.

Paragraph 7 of the Office Action indicates that claims 44-52 were rejected under 35 U.S.C. §103 as allegedly being unpatentable over U.S. Patent No. 6,6036,348 to Miura in view of U.S. Patent Application Publication No. 2002/0156656 to Harrell et al. (Harrell).

This rejection is traversed at least for the following reasons.

While not conceding the propriety of this rejection and in order to advance the prosecution of the above-identified application, claims 44-52 have been canceled.

Withdrawal of this rejection is respectfully requested.

### **Conclusion**

For the foregoing reasons, all the claims now pending in the present application are allowable, and the present application is in condition for allowance.

Accordingly, favorable reexamination and reconsideration of the application in light of the remarks is courteously solicited.

### **Extensions of time**

Please treat any concurrent or future reply, requiring a petition for an extension of time under 37 C.F.R. §1.136, as incorporating a petition for extension of time for the appropriate length of time.



**Fees**

If any fee is required or any overpayment made, the Commissioner is hereby authorized to charge the fee or credit the overpayment to Deposit Account # 18-0013.

If the Examiner has any comments or suggestions that could place this application in even better form, the Examiner is requested to telephone Brian K. Dutton, Reg. No. 47,255, at 202-955-8753.

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Respectfully submitted,

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